

**AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND CHRIST UNITED METHODIST
CHURCH**

COF CONTRACT NO 2010-0166

THIS AGREEMENT, ("AGREEMENT"), is made and entered into this the ____ day of _____, 2010 by and between the **City of Franklin, Tennessee** ("City") and **Christ United Methodist Church** ("CUMC.")

WITNESSETH

WHEREAS, the City plans to dredge Jackson Lake, named the Jackson Lake Dredging Improvements Project ("Project"); and

WHEREAS, CUMC has agreed to dedicate a Temporary Construction Easement to the City in exchange for certain improvements; and

WHEREAS, the City will utilize a Contractor to complete the Project; and

WHEREAS, CUMC owns property on both sides of Dry Branch in the vicinity of the Project that can be used by the Contractor for storage of equipment and materials during the project.

NOW, THEREFORE, the City and CUMC, their successors and assigns, do hereby mutually agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Specific requirements and conditions pertaining to the church property are a part of this agreement and are contained in construction documents titled XXXXXX dated XXXXXX prepared by Camp Dresser and McKee Engineering and shall not be modified without expressed written consent by the Church's Board of Trustees or designated representative.
3. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Eric Gardner
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of CUMC:

Christ United Methodist Church
Attn: Trustee Chair
508 Franklin Road
Franklin, TN 37064

4. The City agrees to have constructed a permanent gated crossing over Dry Branch for access to the CUMC property by the Contractor that will be used for storage of equipment and materials during the project.
5. Specific improvements made on the CUMC property will remain at the end of construction, all areas disturbed by construction activity will be repaired as near to original condition as possible or as indicated on the construction documents.
6. The City agrees to install a geotextile fabric and stone base for use during construction in the drive isle that coordinates with CUMC plans to install pervious parking in the future.
7. Any future maintenance of the Dry Branch crossing or box culvert shall become the responsibility of CUMC.
8. Upon the completion of the Project, the City agrees to ensure the Dry Branch crossing or box culvert is in like new condition.

As approved by the Franklin Board of Mayor and Aldermen on November 23, 2010.

WITNESS our hands on the dates as indicated.

CITY OF FRANKLIN, TENNESSEE Attest:

JOHN C. SCHROER
Mayor

ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

Date: _____

CHRIST UNITED METHODIST CHURCH

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form by Shauna R. Billingsley, City Attorney

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As approved by the Franklin Board of Mayor and Aldermen on October 26, 2010.

WITNESS our hands on the dates as indicated.

CITY OF FRANKLIN, TENNESSEE Attest:

JOHN C. SCHROER
 Mayor

ERIC S. STUCKEY
 City Administrator/Recorder

Date: _____

Date: _____

CHRIST UNITED METHODIST CHURCH

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Shauna R. Billingsley, City Attorney